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Thornton, CO

EXHIBIT "C"

CONSTRUCTION PROVISIONS

These CONSTRUCTION PROVISIONS are made a part of the Lease between Landlord and Tenant and are attached as Exhibit "C".

I. Landlord Work.

(a) Hazardous Substances. Landlord shall deliver the Premises to Tenant free of any pollution or contamination from toxic or hazardous substances, asbestos or any other chemicals or substances in amounts which exceed standards for public health or welfare as established and regulated by any local governmental authority, the State or the United States Government (herein collectively referred to as "Hazardous Substances"). Landlord hereby grants Tenant and its agent access to the Premises and Shopping Center to enable Tenant to conduct such soil and environmental tests as its deems necessary.

(b) Site Work. Landlord, at its sole cost and expense and in accordance with the Construction Schedule attached hereto as Attachment "1" shall: (i) verify that its proposed development of the Shopping Center and its civil engineering plans comply with Tenant's geotechnical evaluation of the Land (the "Tenant's Soils Report"); (ii) cause the Land to be free and clear of any known easements and tenancies; (iii) complete grading of the Land and the Common Areas in accordance with Tenant's Soils Report and the "Standard Specifications" attached hereto as "Attachment "3", and with the final plans prepared by Landlord's civil engineer, which are subject to Tenant's written approval (the "Civil Plans"); (iv) obtain approvals for all curbcuts indicated on the Civil Plans and all on and off-site permits required for any work to be performed by Landlord necessary to develop the Shopping Center which permits may be a prerequisite for issuance of Tenant's building permit; (v) complete (A) all curbcuts for Tenant's Preferred Area, (B) 5,000 square feet of Staging Area outside of but adjacent to Tenant's building pad to either be paved or stone to provide for all weather use, and (C) an all-weather construction access road to the Land and around Tenant's building pad no less than twenty-four (24) feet in width, connecting the existing dedicated roadway adjacent to the Shopping Center with the Land, all in accordance with the Civil Plans; and (vi)

obtain site plan approval and conditional use approval, if any, from governmental authorities having jurisdiction over the Shopping Center, permitting Tenant's construction of the Premises (subject to issuance of Tenant's building permit); (vii) complete all off-site work required for Tenant to obtain all certificates of occupancy necessary for Tenant to open for business; (viii) complete installation of temporary utilities, as described in the Standard Specifications; (ix) complete permanent construction and installation of permanent telephone service and permanent utilities, including but not limited to gas, electric, domestic water and fire protection water (in size sufficient to satisfy local fire codes) and sanitary sewer as described in the Standard Specifications and in the Civil Plans, each at Tenant's required entry points shown in the Civil Plans, at depths adequate for Tenant's tie-in without additional cost above that contemplated by the "Plans and Specifications" (as defined in paragraph 2(b) below); (x) complete the grading of the remainder of the Common Areas and the construction and installation of paving (including heavy-duty paving), and curbing for parking areas (including all sidewalks and sidewalk curb in front of the Building), vehicular access and service roads, and driveways, in accordance with the Standard Specifications; (xi) the completion of landscaping at the Shopping Center in accordance with Landlord's governmentally approved landscaping plan which shall be subject to Tenant's approval, not to be unreasonably withheld; (xii) completion of the construction and installation of lighting in the Shopping Center to standards no less than those set forth in the "Shopping Center Lighting Specifications" as described in the Standard Specifications; and (xiii) Landlord's installation of the pylon sign(s) identifying the Shopping Center as described in paragraph 8 of the Lease, all no later than the dates established therefor in the Construction Schedule. All of the work described in (i) through (xiii) above is, collectively, the "Site Work". Following Tenant's approval of the Civil Plans, no changes shall be made to any of the Site Work, including but not limited to any plans and specifications therefor, without Tenant's prior written consent, which consent shall not be unreasonably withheld. The Site Work shall be performed in accordance with the Construction Schedule attached hereto as Attachment "1". Landlord specifically covenants and agrees that any problems or delays it encounters in grading the Premises in satisfaction of the Site Work requirements set forth above in connection with the

condition of the soils, including environmental or hazardous waste issues, subsidence sinking, surface waters, subsurface waters, unforeseen site conditions or the like shall be its sole responsibility, shall not cause a force majeure delay, and in no event shall the cost associated with such problems or conditions be passed on to Tenant in any manner.

Subject to the REA, Tenant shall have the right to temporarily locate a trailer in the Shopping Center during the eight (8) weeks prior to the store opening in a mutually agreeable location designated on the Site Plan, to be used as a Human Resource Hiring Center for Tenant's store employees. Such right shall cease as of the opening of the store for business to the public.

Landlord will maintain the construction access road in good condition throughout the construction of the Common Areas.

Promptly following receipt by Tenant of the Site Work Certification in the form of Attachment "2-A", a representative of Landlord shall accompany a representative of Tenant on an inspection of the Site Work and Tenant shall thereafter prepare a punchlist of deficiencies needing correction, which Landlord shall promptly correct. Notwithstanding the foregoing, should Tenant determine at any time following receipt of said Certificate that the Site Work as it relates to Tenant's Preferred Area require minor adjustments in order to be in accordance with the Standard Specifications, the Civil Plans and the Building Shell Plans (as hereinafter defined), Tenant may, after five (5) business days after delivery of written notice to Landlord following which the condition remains uncured or Landlord has not commenced to cure such condition within such five (5) business day period, direct its contractor to make such adjustments, the total cost of which shall be reimbursed by Landlord to Tenant upon demand.

(c) Construction of Shell. Landlord shall be responsible for preparing the Building Shell Plans (the "Building Shell Plans") based upon Tenant's Standard Building Shell Specifications attached hereto as Attachment "4" (the "Standard Building Shell Specifications"), and Tenant's prototypical drawings attached hereto as Attachment "5". The Building Shell Plans shall be subject to Tenant's review and approval. Landlord, at Landlord's sole cost and expense, shall commence the construction and thereafter diligently pursue to completion of the Shell strictly in accordance with the Building Shell Plans and Tenant's Standard Building Specifications in accordance with

the Construction Schedule. When Landlord has Substantially Completed the construction of the Shell in accordance with the Building Shell Plans, Landlord shall deliver to Tenant the Shell Certification in the form attached hereto as Attachment "2-B".

(d) Landlord Work. All of the work described to be performed by Landlord in this paragraph 1 is collectively referred to as the "Landlord Work". All Landlord Work shall be performed in accordance with all applicable laws and this Lease, in a good and workmanlike manner, as appropriate by engineers, surveyors, architects and consultants, who carry sufficient errors and omissions coverage, and contractors, who are bondable, all licensed in the State and of good reputation. Landlord's general contractor shall be experienced in shopping center development and in phasing and coordinating construction schedules with major anchors and national retailers. All Landlord Work shall be completed in accordance with these Construction Provisions and all attachments hereto, the Civil Plans and the Building Shell Plans. Landlord shall be responsible for obtaining all approvals necessary to complete the Landlord Work. Tenant shall have the right to inspect and approve each component of Landlord Work. In the event that Tenant is not satisfied that Landlord's Work has been constructed strictly in accordance with the Civil Plans, the Building Shell Plans and Tenant's Standard Building Specifications, Tenant shall be entitled to deliver notice to Landlord of the deficiencies (specifying same in reasonable detail) and Landlord shall promptly cause any deficiency to be corrected at Landlord's expense. In the event that Landlord defaults at any time in completion of any component of the Landlord Work within the Tenant's Preferred Area (the "Tenant's Self-Help Area"), Tenant shall have the right, but not the obligation, after five (5) business days after delivery of written notice to Landlord following which the condition remains uncured or Landlord has not commenced to cure such condition within such five (5) business day period, to perform at Landlord's sole cost and expense, all or any part of Landlord Work within the Tenant's Self-Help Area. In the event that Landlord defaults at any time in completion of any component of the Shell, Tenant shall have the right, but not the obligation, to perform at Landlord's sole cost and expense, all or any part of construction of the Shell. Tenant shall exercise this right by providing Landlord with written notice thereof, which notice shall reasonably detail those portions of the Landlord Work within the Tenant's Self-Help Area or the Shell, as applicable

(hereafter, the "Self-Help Work"), which Tenant elects to complete. Tenant may exercise the rights set forth in this paragraph 1(d) from time to time so long as Tenant provides Landlord notice specified herein (i) within a reasonable amount of time prior to the date upon which Landlord would otherwise commence that portion of the Self-Help Work, or (ii) at such other time where it is feasible for Tenant to take over that portion of the Self-Help Work from Landlord. In the event and to the extent that Tenant exercises its right hereunder, Landlord agrees to cooperate in good faith and provide Tenant with reasonable assistance so that Tenant can complete said portions of the Self-Help Work. Landlord agrees to reimburse Tenant for any and all costs incurred by Tenant in connection with any portion of the Self-Help Work which Tenant is in the process of completing within five (5) days after receipt of written request from Tenant, which request shall be reasonably supported by invoices and/or written description of the Self-Help Work performed. In the event that Landlord does not timely reimburse Tenant as hereinabove contemplated, Tenant shall be entitled to deduct the costs of such Self-Help Work from rentals and other payments due under the Lease, together with interest at the Default Rate from the date of expenditure by Tenant until paid in full.

Landlord and Tenant may from time to time agree in writing to certain modifications and/or changes to the Landlord's Work and the Building Shell Plans, as the case may be, provided that notwithstanding anything in this Lease to the contrary, any and all changes to such plans, requested by a party (a "Requesting Party") and agreed to by the other party (the "Affected Party") which make a material modification to such Plans and Specifications shall be evidenced by a separate written change order executed by the parties and the Affected Party's general contractor. Such change order shall specify the particular change to such affected plans, the net additional cost or cost savings, as applicable, of the change (including, without limitation, any additional professional fees, such as legal, architectural or engineering fees) and the additional time beyond the time contemplated by the current construction schedule (individually and collectively the "Change Order Delay") required, if any, to complete the work associated with the change. The Affected Party shall make or cause to be made all such reasonable modifications and/or changes agreed upon by the Affected Party in its sole discretion and requested by the Requesting Party which do not conflict with this Lease, including the

time of delivery thereof and which are evidenced by a written change order as aforesaid. If the Affected Party shall agree to any change, the Affected Party shall prepare and submit to the Requesting Party a full and detailed estimate of the cost of any proposed change order and the applicable Change Order Delay, if any, required by the Affected Party within which to perform the work as a result of such change order which would delay completion of the Landlord Work or Tenant Work, as applicable. Such cost estimate shall be based upon the cost to the Affected Party (including the Affected Party's general contractor's or construction manager's mark-up) for such work at current market values at the time the change order is requested. Any charge to the Affected Party for administration by its general contractor or construction manager and oversight which is passed on to the Requesting Party shall not exceed fifteen percent (15%) of the cost of the change order representing full compensation of the construction manager's overhead and profit. Further, all subcontractors to Landlord's general contractor shall be required to charge no more than fifteen percent (15%) for overhead and profit with respect to change orders under their contracts related to the construction of Tenant's Shell. In no event shall Landlord be entitled to charge any fees for Landlord's construction administration and oversight. Failure of Landlord to so notify Tenant as to the delay anticipated to be caused by a change order will constitute a waiver by Landlord of any claims for delay as a result of such change order. In the event Landlord and Tenant fail to agree on the cost of any such change order, any such work will be delayed until such time as Landlord and Tenant agree on the cost of any such change order in writing. Notwithstanding anything herein to the contrary, Landlord shall pay for the cost of all change orders requested in writing by Landlord (provided that such orders are not caused by changes requested in writing by the Tenant and agreed to by Landlord) and Tenant shall pay for all change orders requested in writing by Tenant and agreed to by Landlord (including those necessary to correct errors or omissions by Tenant), except for change orders to correct errors or omissions by Landlord, its contractors, subcontractors, employees, agents or vendors, in connection with the construction of the Shell, which shall be paid for by Landlord. All change orders shall be paid by the Requesting Party within twenty (20) days of the Affected Party delivering an invoice setting forth the costs of such change order.

Subject to force majeure, Landlord covenants and agrees to (i) complete, at its sole cost and expense, each item of the Site Work, (ii) provide permanent utilities to the Shell at Tenant's designated points of entry as set forth in the Civil Plans and permanent telephone service to the Premises, and (iii) construct and complete the Shell and related improvements in accordance with the Civil Plans, the Shell Specifications and the Building Shell Plans and within the dates established therefor in the Construction Schedule, to the end that promptly upon completion of such requirements (collectively, "Delivery of the Shell"), Tenant shall be able, subject to issuance of its building permit and matters within Tenant's control, to commence construction of the Improvements.

In the event Tenant's ability to obtain a building permit for its construction is delayed due to the failure by Landlord to obtain necessary approvals or permits or to pay necessary fees for its construction and development of the Shopping Center, Landlord agrees that Delivery of the Shell (i.e., the Delivery Date) shall not be deemed to have occurred until all such aforesaid approvals and permits shall have been obtained and all such fees, including but not limited to impact fees and assessments, shall have been paid, if and to the extent that such approvals, permits and fees for Landlord's construction shall be prerequisites to the issuance of Tenant's building permit. Tenant shall pay any permit and other fees required for Tenant's construction of the Tenant Improvements (defined in paragraph 2 hereinbelow). In the event Landlord anticipates that it will not meet the delivery schedule set forth on Attachment "1", Landlord agrees to keep Tenant advised in writing on a monthly basis as to Landlord's progress in completing the Site Work, the building foundation and the Shell. Upon Substantial Completion of the Site Work and Delivery of the Shell, Landlord shall certify to Tenant that all elements of the Site Work and the Shell have been completed in the form of the Site Work Certificate and Shell Certification attached to Exhibit "C" as Attachments "2-A" and "2-B", respectively. Notwithstanding anything to the contrary, Landlord and Tenant acknowledge that all of the Site Work will not be Substantially Completed upon Delivery of the Shell, but will be Substantially Complete on or before the date set forth in the delivery schedule set forth on Attachment "1".

(e) Substantial Completion. For purposes hereof the terms "Substantially Complete," "Substantial Completion," "Substantially Completed" and

correlative terms shall mean completion of any particular work, subject only to the completion of "punch list" items, and the Substantial Completion of the Site Work shall mean the stage in the progress of the Site Work and the Shell when the Site Work and the Shell is completed in accordance with the Civil Plans and the Building Shell Plans subject only to the completion of "punch list" items, so that Tenant may commence construction of the Tenant Improvements, but prior to the time the Site Work or the Shell is ready for final inspection. As used herein, the term "punch list" items shall mean items of any particular work of a minor nature, the completion of which may be accomplished by the responsible party expeditiously thereafter; and with respect to the Site Work, "punch list" items shall mean items of the Site Work of a minor nature, the completion of which may be accomplished by Landlord expeditiously thereafter without affecting Tenant's ability to commence Tenant's Work. All punch-list inspections shall be scheduled prior to the intended date of Substantial Completion provided Landlord shall provide Tenant with reasonable prior notice of Substantial Completion and an opportunity to inspect such work. Any punch list item which would preclude Tenant from completing any element of Tenant's Work shall be completed within thirty (30) days after Landlord's receipt of the punch list. Notwithstanding the Substantial Completion of any work, neither party shall be relieved of its obligation to complete all punch list items as promptly as reasonably possible. Landlord shall Substantially Complete the Shell no later than the Delivery Date subject to extensions as provided in paragraph 29(c) of the Lease. Landlord shall give the Shell Delivery Notice to Tenant at least ninety (90) days prior to the anticipated Substantial Completion date of the Shell. Upon Delivery of the Shell, Landlord shall give Tenant written notice (which shall include any required certifications, including but not limited to those required by the Civil Plans and the Building Shell Plans and paragraphs 1(b) and 1(d) of this Exhibit "C"), of completion of the Site Work in the form of Attachment "2-A" and of Delivery of the Shell in the form of Attachment "2-B". Landlord shall deliver to Tenant a set of stamped construction plans for such completed Landlord Work with contractor's notes within ten (10) days after the Delivery Date. Tenant shall promptly notify Landlord if any such requirement has not been met to Tenant's reasonable satisfaction. In addition, Landlord shall notify Tenant in writing (which notice shall include a revised schedule of

performance) not more than seventy-five (75) days following the Delivery Date if Landlord will not be able to Substantially Complete the Site Work on or before the date set forth in the delivery schedule set forth on Attachment "1".

2. Tenant Improvements.

(a) Tenant Fit-Out Construction. Tenant shall within a reasonable period of time commence and diligently pursue the construction of the interior of the Shell (the "Tenant Improvements"). The construction work on the Tenant Improvements shall be performed by a duly licensed contractor chosen by Tenant, shall be done in a good and workmanlike manner, in compliance with all applicable laws and in substantial accordance with the "Tenant Fit-Out Plans" (defined below).

(b) Tenant Fit-Out Plans. Tenant shall prepare and furnish to Landlord for its approval, not to be unreasonably withheld, conditioned or delayed, complete architectural drawings and specifications and specifications (the "Tenant Fit-Out Plans") for the construction of the Tenant Improvements, incorporating therein the items specified and shown in the "Tenant's Prototypical Plans" (which are hereby approved by Landlord) attached to Exhibit "C" as Attachment "6". Landlord agrees that it will approve the Tenant Fit-Out Plans, so long as they are materially consistent with the Tenant's Prototypical Plans, within ten (10) business days after receipt thereof. If the Tenant Fit-Out Plans are not disapproved by Landlord within ten (10) business days of delivery thereof to Landlord, they will be deemed approved. The Tenant Fit-Out Plans shall not be substantially changed by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any changes which Landlord desires to make to the Tenant Fit-Out Plans (which are different than a Building based on the Tenant's Prototypical Plans) shall be at Landlord's sole cost and expense, and Tenant shall not be required to increase the Base Rent payable hereunder, or accept a reduction in the Tenant Improvement Allowance, as a result of such changes.

(c) Permits. Tenant, at its sole cost and expense, shall obtain or cause to be obtained those certain building permits, licenses, other governmental approvals and temporary and permanent certificates of occupancy which may be required for the lawful construction and occupancy of the Premises as a retail shopping facility in accordance

with the Tenant Fit-Out Plans. Landlord agrees to assist and cooperate fully with Tenant in obtaining such permits, licenses, approvals and certificates. Landlord shall be responsible for any other permits necessary for the development of the Shopping Center.

(d) Substantial Completion. Substantial completion of the Tenant Improvements ("Substantial Completion") shall be deemed to occur when a certificate of occupancy, whether temporary and subject to minor items to be completed, or permanent, as the case may be, has been issued by the applicable governmental authority.

3. Costs. Upon Substantial Completion and Tenant's furnishing to Landlord (i) the certificates of insurance required under paragraph 14 of the Lease, (ii) an indemnity in the form of Exhibit "J" attached hereto against any exception in Landlord's or its Mortgagee's policy of title insurance with respect to mechanics' liens arising out of Tenant's construction, and (iii) if requested by Landlord, confirmation from Tenant that Landlord holds title to the Improvements (in form reasonably acceptable to Landlord and Tenant), Landlord shall pay to Tenant a "Tenant Improvement Allowance" in an amount equal to Thirty-Two and 64/100 Dollars (\$32.64) per square foot of gross leasable area of the Building (which shall be conclusively determined by the amount of gross leasable area shown in Tenant's as-built survey), payable by wire transfer of funds by Landlord to Tenant's account no later than thirty (30) days after Substantial Completion and receipt of items (i), (ii) and (iii) above. Notwithstanding the foregoing, in the event that the cost of the shell construction by Landlord exceeds Thirty-Seven and 36/100 Dollars (\$37.36) per square foot of gross leasable area of the Building through no fault of Landlord, then the Tenant Improvement Allowance will be decreased by an equivalent amount. If Landlord fails to pay the Tenant Improvement Allowance in full within thirty (30) days after Substantial Completion and receipt of items (i), (ii) and (iii) above, Landlord shall be in default hereunder, no Ground Rent, Base Rent or Additional Rent shall be due or owing to Landlord until the same is paid to Tenant, together with interest which shall accrue on the unpaid Tenant Improvement Allowance at the Default Rate commencing on the thirty-first (31st) day following Substantial Completion until the date of payment of the Tenant Improvement Allowance; provided, however, that if Landlord has not tendered payment of the Tenant Improvement Allowance and interest by that date which is one (1) year from Substantial Completion (the "Substantial Completion Anniversary"),

then (i) such date shall become the Commencement Date; (ii) Base Rent shall be reduced to ground rent equal to Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per annum during the first year following the Substantial Completion Anniversary, Fifty Thousand and No/100 Dollars (\$50,000.00) per annum during the second year following the Substantial Completion Anniversary, and Twenty-Five Thousand and No/100 Dollars (\$25,000.00) per annum thereafter during the Term of the Lease; and (iii) this Lease shall be converted to a ground lease, with ownership of the Improvements remaining with Tenant, and Landlord's and any Mortgagees' names being removed as additional insureds or mortgagees on any casualty insurance described in paragraph 14(a) of the Lease. Landlord and Tenant covenant and agree that upon the reasonable written request of either Tenant or Landlord, Landlord and Tenant shall execute such documentation as necessary to formalize the conversion of this Lease to a ground lease upon the Substantial Completion Anniversary.

Notwithstanding the foregoing, at any time following the Substantial Completion Anniversary and upon thirty (30) days prior written notice, Tenant shall have the right at Tenant's sole election, but not the obligation, in lieu of the requirement that Landlord pay to Tenant the Tenant Improvement Allowance, to mortgage, sell, convey, assign, lease or otherwise encumber (collectively, a "Transfer") Tenant's interest in the Building, the Improvements and the Lease. Such right shall be in addition to the rights of Tenant set forth in paragraph 21 of the Lease.

Landlord covenants to (i) execute all documents necessary to permit Tenant to effect the Transfer described herein, and (ii) cause any Mortgagee to specifically acknowledge the rights of Tenant's lender and third parties arising as a result of such Transfer. Notwithstanding such Transfer, Tenant shall continue to pay the ground rentals described herein during the remainder of the Term.

Attachments:

- "1" Construction Schedule
- "2-A" Site Work Certification
- "2-B" Shell Certification
- "3" Standard Specifications
- "4" Standard Building Shell Specifications

**"5" Tenant's Prototypical Drawings**

**"6" Tenant's Prototypical Plans**

Attachment "1"

Construction Schedule

<u>Landlord's Task</u>	<u>Completion Date</u>
1. Substantial Completion and Delivery of the Shell, Shell Certification, construction of all-weather construction access road to the Premises and Staging Area.	Estimated March 21, 2005
2. Substantial Completion of Site Work, including the Site A Pylon Sign, all off-site work necessary for Tenant to open for business, landscaping at Shopping Center, and construction and installation of exterior lighting in the Shopping Center.	115 days following Delivery of the Shell

Attachment "2-A"

Site Work Certification

To: Circuit City Stores West Coast, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President-Real Estate

Re: Circuit City Store/Thornton, CO-Lease Agreement dated \_\_\_\_\_

Ladies and Gentlemen:

The undersigned, as Landlord under the Lease, completed the Site Work all in accordance with the terms of the Lease. Specifically, the undersigned hereby certifies that: grading of the Land and grading of those portions of the Common Areas required by the Lease to be graded by the date hereof has occurred in accordance with the Civil Plans attached to the Lease.

We certify that all elements of the Site Work have been satisfied in accordance with the Lease.

JP THORNTON LLC, a Colorado limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

Attachment "2-B"

Shell Certification

To: Circuit City Stores West Coast, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President-Real Estate

Re: Circuit City Store/Thornton, CO-Lease Agreement dated \_\_\_\_\_

Ladies and Gentlemen:

The undersigned, as Landlord under the Lease, has caused "Delivery of the Shell" to occur, and accordingly, Substantial Completion of the Shell in accordance with the terms of the Lease has occurred. Specifically, the undersigned hereby certifies that (i) the Shell has been completed as of this date and the Shell has been constructed in accordance with Landlord's Shell Building Plans, (ii) the staging area has been completed, and (iii) an all-weather construction access road to the Shell no less than twenty-four (24) feet in width has been prepared and is ready for your use.

All conditions precedent to issuance of your building permit, which under the Lease are to be satisfied by Landlord, have been satisfied by Landlord. We certify that all elements of the Landlord Work required by the terms of the Lease to be completed as of this date as shown on Attachment "1", and Delivery of the Shell, have been satisfied in accordance with the Lease.

If requested by Tenant, Landlord shall provide to Tenant true and correct copies of all inspection reports delivered to or prepared on behalf of Landlord by Landlord's or its general contractor's engineers, architects, or other consultants or contractors during construction and completion of the Landlord Work.

JP THORNTON LLC, a Colorado limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager